

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|--|----------------------------------|----------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Foreclosure Proceedings | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stone Eagle Development, LLC | | 05/11/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Stone Eagle Golf Holdings Corp. | | |
| Street Address: | 444 S. Flower Street, Suite 1400 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2919540 | STONE EAGLE | |
| Registration Number: | 3298440 | STONE EAGLE | |
| Registration Number: | 2952593 | STONE EAGLE | |
| Registration Number: | 3307714 | | |
| Registration Number: | 2952594 | | |
| Registration Number: | 2925666 | STONE EAGLE | |
| Registration Number: | 2925668 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (949)955-1877 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 949-955-1077 | | |
| Email: | npatel@thePatelLawFirm.com | | |
| Correspondent Name: | Natu J. Patel | | |
| Address Line 1: | The Patel Law Firm, P.C. | | |

OP \$190.00 2919540

900162130

TRADEMARK
REEL: 004205 FRAME: 0625

Address Line 2: 2532 Dupont Drive
Address Line 4: Irvine, CALIFORNIA 92612-1524

ATTORNEY DOCKET NUMBER: B001-3090

NAME OF SUBMITTER: Natu J. Patel

Signature: /natupatel/

Date: 05/13/2010

Total Attachments: 16

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Assignment of Marks

Docket Number:
S030-3020

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

WHEREAS, STONE EAGLE DEVELOPMENT, LLC ("REGISTRANT"), a Delaware limited liability company, was the owner of the marks listed on Exhibit A hereto (the "Marks");

WHEREAS, on January 31, 2007, REGISTRANT executed a deed of trust (the "Deed of Trust"), which was secured by various assets, including, but not limited to, the full and exclusive right, title, goodwill, and interest in and to the Marks;

WHEREAS, REGISTRANT continued to use the Marks in commerce until on or about January 13, 2010;

WHEREAS, by virtue of certain foreclosure proceedings relating to the Deed of Trust, the entire right, title, and interest in and to the Marks were transferred on January 13, 2010, to STONE EAGLE GOLF HOLDINGS CORP., a California corporation ("ASSIGNEE"), having a place of business at 444 S Flower St. Ste 1400, Los Angeles, CA 90071;

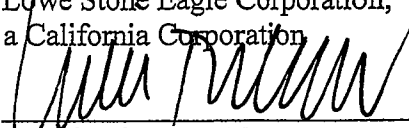
WHEREAS, on February 22, 2010, said sale to ASSIGNEE was recorded. A true and correct copy of said record is attached hereto as Exhibit B;

REGISTRANT hereby sells, assigns, transfers and conveys to ASSIGNEE the full and exclusive rights, title, goodwill and interest in the Marks. REGISTRANT hereby authorizes and requests the Commissioner of Trademarks to transfer the entire right, title, goodwill, and interest in and to the Trademarks to ASSIGNEE, for its own use and enjoyment, and for ASSIGNEE'S legal representatives and assigns, to the full duration for which the Trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by REGISTRANT had this assignment and sale not been made.

Dated: May 11, 2010

STONE EAGLE DEVELOPMENT, LLC,
a Delaware Limited Liability Company,

By: Lowe Stone Eagle Corporation,
a California Corporation

By: 
Name: William T. Wethe

Its: Senior Vice President

ACKNOWLEDGMENT

State of California
County of Los Angeles

On May 11, 2010 before me, Dona L. Tanaka, Notary Public
(insert name and title of the officer)

personally appeared William T. Welke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

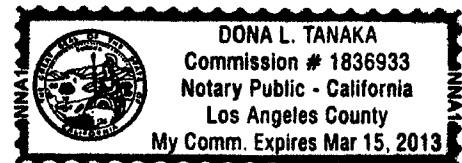


EXHIBIT A
List of Marks

| Mark | Registration No. | Registration Date | Type of Mark |
|-------------------|------------------|--------------------|--------------|
| Stone Eagle | 2919540 | January 18, 2005 | Trademark |
| Stone Eagle | 3298440 | September 25, 2007 | Service Mark |
| Stone Eagle | 2952593 | May 17, 2005 | Service Mark |
| Eagle Design Mark | 3307714 | October 9, 2007 | Service Mark |
| Eagle Design Mark | 2952594 | May 17, 2005 | Service Mark |
| Stone Eagle | 2925666 | February 8, 2005 | Service Mark |
| Eagle Design Mark | 2925668 | February 8, 2005 | Service Mark |

Exhibit B

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

PACIFIC WESTERN BANK (IRVINE)

8105 IRVINE CENTER DRIVE

SUITE 1240

IRVINE, CA 92618

SPACE ABOVE FOR RECORDER'S USE ONLY

TRUSTEE'S DEED UPON SALE

Title of Document

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION
SET HEREIN WITH THE LEGAL DESCRIPTION OF EXHIBIT "B" ATTACHED HERETO

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

16046523
RECORDING REQUESTED BY:
Stewart Title

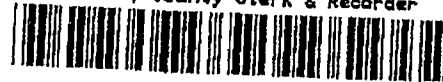
AND WHEN RECORDED TO:
PACIFIC WESTERN BANK (IRVINE)
8105 IRVINE CENTER DRIVE, SUITE 1240
IRVINE, CA 92618

Forward Tax Statements to
the address given above

DOC # 2010-0079595
02/22/2010 08:00A Fee:40.00
Page 1 of 5

Recorded in Official Records
County of Riverside
Larry W. Ward

Assessor, County Clerk & Recorder



| S | R | U | PAGE | SIZE | DA | MISC | LONG | RFD | COPY |
|---|---|---|------|------|------|------|------|------|------|
| 1 | | | 6 | | | | | | |
| M | A | L | 465 | 426 | PCOR | NCOR | SMF | NCHG | EXAM |
| | | | | | | | CTY | UNI | 039 |

TS #: 2009-3016

Loan #: 16046523

Order #: 3206-233453

TRUSTEE'S DEED UPON SALE

A.P.N.: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
Transfer Tax: \$0.00

"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3"

The Grantee Herein was the foreclosure Beneficiary

The Amount of The Unpaid Debt was \$23,054,509.65

The Amount Paid By The Grantee Was \$14,678,686.00

Said Property Is In The City of PALM DESERT, County of Riverside

SBS TRUST DEED NETWORK, A CALIFORNIA CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

STONE EAGLE GOLF HOLDINGS CORP., A CALIFORNIA CORPORATION

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Riverside, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by STONE EAGLE DEVELOPMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY as Trustor, dated 1/31/2007 of the Official Records in the office of the Recorder of Riverside, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 2/28/2007, instrument number 2007-0139919, Book , Page of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRADEMARK

REEL: 004205 FRAME: 0632

2009-3016

EXHIBIT "A"

PARCEL 1:

THE NORTH 330.00 FEET OF THE EAST HALF OF THE NORTH HALF OF LOT 1 IN THE NORTHWEST QUARTER OF SECTION 31, AND THAT PORTION OF THE NORTH 330.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, LYING WESTERLY OF THE PINE TO PALMS HIGHWAY, CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 17, 1936, IN BOOK 266, PAGE 480 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA ALL IN TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPT THAT PORTION CONVEYED TO THE COACHELLA VALLEY COUNTY WATER DISTRICT, A PUBLIC AGENCY, OF THE STATE OF CALIFORNIA, BY DEED RECORDED SEPTEMBER 16, 1957, IN BOOK 2147, PAGE 541 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING ALL THAT PORTION LYING WITHIN TRACT NO. 30438-2, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 396, PAGE(S) 82 THROUGH 89, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE EASTERLY 5 FEET, AS CONVEYED TO THE CITY OF PALM DESERT, A MUNICIPAL CORPORATION BY DEED RECORDED JANUARY 5, 2006, INSTRUMENT NO. 2006-0011048, OFFICIAL RECORDS.

PARCEL 2:

LOT(S) 2, 3, 21, 23 AND 25; AND LETTERED LOT(S) A, E, G, I, K AND M OF TRACT NO. 30438-2, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 396, PAGE(S) 82 THROUGH 89, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2A:

LETTERED LOTS F AND L OF TRACT NO. 30438-2, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 396, PAGE(S) 82 THROUGH 89, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON EXHIBIT "B", OF CERTIFICATE OF COMPLIANCE (WAIVER OF PARCEL MAP PMW 08-106) IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 26, 2008, INSTRUMENT NO. 2008-0468840, OF OFFICIAL RECORDS.

PARCEL 2B:

LOT 27, TRACT MAP NO. 30438-2, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP ON FILE IN BOOK 396 OF MAPS AT PAGES 82 THROUGH 89, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF RIVERSIDE;

EXCEPTING THEREFROM THAT PORTION OF LOT 27 OF SAID TRACT NO. 30438-2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27;

THENCE N 21° 44' 09" E, ALONG THE WEST LINE OF SAID LOT 27, A DISTANCE OF 25.41 FEET;

THENCE LEAVING SAID WEST LINE, S 89° 34' 13" E A DISTANCE OF 34.11 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 27;

THENCE S 61° 47' 11" W ALONG THE SOUTHERLY LINE OF SAID LOT 27, A DISTANCE OF 49.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27 AND THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL A IN THAT CERTAIN CERTIFICATE OF COMPLIANCE (WAIVER OF PARCEL MAP PMW 08-303) RECORDED ON APRIL 22, 2009 AS INSTRUMENT NO. 2009-0196552, OFFICIAL RECORDS.

PARCEL 2C:

LOT "T" OF TRACT 30438-2 IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 396, PAGES 82 THROUGH 89, INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, EXCEPTING THEREFROM THAT PORTION OF LOT "T" OF SAID TRACT 30438-2 DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE SOUTHERLY LINE OF SAID LOT 6, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 6 SOUTH 66° 49' 03" WEST A DISTANCE OF 71.35 FEET;

THENCE SOUTH 76° 17' 01" EAST A DISTANCE OF 54.11 FEET;

THENCE NORTH 17° 38' 48" EAST A DISTANCE OF 42.94 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOT(S) 5 AND 10 OF TRACT NO. 30438-3, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 396, PAGE(S) 90 THROUGH 92, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

LOT(S) 1 THROUGH 7, INCLUSIVE OF TRACT NO. 30438, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 396, PAGE(S) 93 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

LOT(S) A OF TRACT NO. 30438-1, IN THE CITY OF PALM DESERT, AS SHOWN BY MAP ON FILE IN BOOK 351, PAGES 1 THROUGH 4, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR ACCESS, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS GRANTED IN THAT CERTAIN "EASEMENT AGREEMENT" RECORDED MARCH 29, 1995, AS INSTRUMENT NO. 094601; AND RE-RECORDED AUGUST 2, 1995, AS INSTRUMENT NO. 250056, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR ACCESS, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS GRANTED IN THAT CERTAIN "EASEMENT AGREEMENT" RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-0128833, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AS GRANTED IN THOSE CERTAIN "EASEMENT DEEDS" RECORDED FEBRUARY 27, 2004 AS INSTRUMENT NO(S). 2004-0138196, 2004-0138197 AND 2004-0138198, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

2009-3016

652-070-028-8; 652-070-029-9; 652-070-030-9; 652-070-031-0;
652-070-032-1; 652-070-033-2; 652-070-034-3; 628-320-002-9;
652-020-019-5; 652-020-010-6; 652-020-011-7; 652-020-012-8;
652-020-014-0; 652-020-016-2; 652-020-01-017-3; 652-020-18-4;
652-350-002-9; 652-350-003-0; 652-350-021-6; 652-350-023-8;
652-350-025-0; 652-350-027-2; 652-070-017-8; 652-070-025-5;
652-031-003-4;

TRUSTEE'S DEED UPON SALE

TS #: 2009-3016
Loan #: 16046523
Order #: 3206-233453

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 1/13/2010. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$14,678,686.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, SBS TRUST DEED NETWORK, A CALIFORNIA CORPORATION, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: 1/13/2010

SBS TRUST DEED NETWORK, A CALIFORNIA CORPORATION

By


Nancy Pero, Jr. Trustee Sale Officer

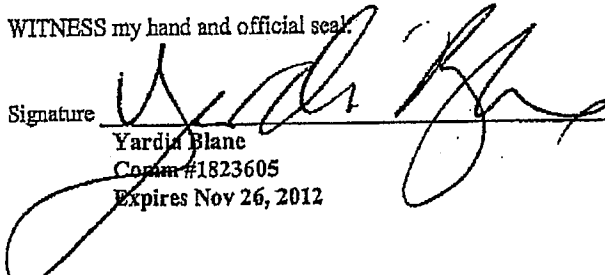
STATE OF California
COUNTY OF Los Angeles

On January 26, 2010 before me, Yardia Blane Notary Public, Personally appeared, Nancy Pero who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature


Yardia Blane
Comm #1823605
Expires Nov 26, 2012

(Seal)

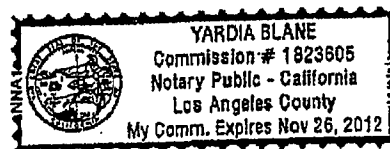


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PARCEL 4:

Debtor: Stone Eagle Development, LLC**EXHIBIT B**
to UCC-1 Financing Statement**Description of Personal Property for Fixture Filing**

1. Real Property Rights, Appurtenances and Improvements. All present and future structures, buildings, improvements and fixtures of any kind on the real property described in the attached Exhibit "A" ("Real Property"), which is incorporated herein by this reference, as well as: (a) all appurtenances of the Real Property and all rights in and to any streets, roads or public places, easements or rights of way, relating to the Real Property, and all minerals, oil, gas and other hydrocarbon substances on or under the surface of the Real Property, as well as all development rights, permits, licenses, air rights, water and water rights relating to the Real Property, and all existing and future goods and tangible personal property located on the Real Property or wherever located and used or useable in connection with the use, operation or occupancy of the Real Property or in construction of any improvements thereon, including, but not limited to, apparatus, equipment and appliances used to supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, waste removal, recreation or other services on the Real Property; and (b) all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, pools and spas and pool and spa operation and maintenance equipment and apparatus other than any of the foregoing which has been leased by Trustor from the owner thereof; and (c) all trees and plants located on the Real Property, and all renewals or replacements thereof or articles in substitution thereof; it being intended and agreed that all such items will be conclusively considered to be part of the Real Property, whether or not attached or affixed to the Real Property ("Improvements").

2. Collateral. All right, title and interest in and to the following described property and any and all products and proceeds thereof, now owned or hereafter acquired (sometimes all of such being collectively referred to herein as the "Collateral"):

(a) All "Goods", "Accounts", "Documents", "Instruments", "Money", "Chattel Paper" and "General Intangibles", as those terms are defined in the California Commercial Code from time to time in effect.

(b) General Intangibles. All general intangibles relating to design, development, operation, management and use of the Real Property and construction of the Improvements, including, but not limited to: (i) all names under which or by which the Real Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variants thereof, and all goodwill in any way relating to the Real Property; (ii) all permits, licenses, authorizations, variances,

Debtor: Stone Eagle Development, LLC

land use entitlements, approvals and consents issued or obtained in connection with the construction, maintenance or operation of the Improvements to the extent assignable under the terms thereof or applicable law; (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Real Property to the extent assignable under the terms thereof or applicable law; (iv) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Real Property; (v) all materials prepared for filing or filed with any governmental agency; (vi) to the extent assignable under the terms thereof or applicable law, all rights under any contract in connection with the development, design, use, operation, management and construction of the Real Property and/or the Improvements; and (vii) all books and records prepared and kept in connection with the acquisition, construction, operation and occupancy of the Real Property and the Improvements;

(c) Contracts. To the extent assignable under the terms thereof or applicable law, all construction, service, management, engineering, consulting, leasing, architectural, design, landscape and other similar contracts of any nature, as such may be modified, amended or supplemented from time to time, concerning the design, construction, management, operation, occupancy, use, and/or disposition of any portion of or all of the Real Property;

(d) Purchase Contracts. All purchase agreements, option agreements, development agreements, owner participation agreements, or other agreements now or hereafter executed affecting all or any portion of the Real Property and/or the Improvements.

(e) Plans and Reports. All architectural, design and engineering drawings, plans, specifications, working drawings, shop drawings, general conditions, addenda, soil tests and reports, feasibility studies, appraisals, engineering reports, environmental reports and similar materials relating to any portion of or all of the Real Property and/or the Improvements and all modifications, supplements and amendments thereto;

(f) Sureties. All payment and performance bonds or guarantees, and any and all modifications and extensions thereof relating to the Real Property and/or the Improvements;

(g) Payments. All reserves, deferred payments, deposits, refunds, cost savings, letters of credit and payments of any kind relating to the construction, design, development, operation, occupancy, use and disposition of all or any portion of the Real Property and/or the Improvements, including, without limitation, any property tax rebates now owing or hereafter payable;

(h) Loan Proceeds. All proceeds of the loan secured hereby;

(i) Claims. All proceeds and any claims arising on account of any damage to or taking of the Real Property and/or the Improvements or any part thereof;

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and all causes of action and recoveries for any loss or diminution in the value of the Real Property and/or the Improvements;

(j) Insurance. All policies of, and proceeds resulting from, insurance relating to the Real Property, Improvements or any, of the Collateral, and any and all riders, amendments, renewals, supplements or extensions thereof, and all proceeds thereof;

(k) Deposits. All deposits made with or other security given to utility companies with respect to the Real Property and/or the Improvements, and all advance payments of insurance premiums made with respect thereto and claims or demands relating to insurance and all deposit accounts wherever located;

(l) Stock. All shares of stock or other evidence of ownership of any part of the Real Property that are owned in common with others, including all water stock relating to the Real Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property and/or the Improvements;

(m) Water Rights. All water rights, water service contracts and water-related permits for or with respect to the project on the Real Property;

(n) Sale Contracts. All sales contracts, escrow agreements and broker's agreements concerning the sale of any or all of the Real Property and/or the Improvements, and all amendments thereto; and

(o) Income. All income, rents, revenues, issues, deposits, receipts, profits and proceeds, and accounts receivable generated from the use and operation, of the Real Property, the Improvements and the Collateral to which Trustor may be entitled, whether now due, past due or to become due including, without limitation all unsold membership interests in the Stone Eagle Golf Club, as well as all proceeds from the sale of such membership interests.

THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED.